

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada
Department of Administration, Purchasing Division Attn: Gail Burchett
515 East Musser Street, 3rd Floor, Carson City, Nevada 89701
Telephone (775) 684-0170 Facsimile (775) 684-0188
And
The Mohawk Group, Attn: Bill Mc Cready
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Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1) (d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.
2. DEFINITIONS. "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or "Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP # 1621 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. CONTRACT TERM. This contract shall be effective from June 15, 2008 subject to WSCA Board of Directors' approval to June 30, 2010, unless sooner terminated by either party as specified in paragraph (21).
4. NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation,

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including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. INCORPORATED DOCUMENTS. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION #1621 (Scope of Work) and ATTACHMENTS

ATTACHMENT BB: NEGOTIATED BEST AND FINAL OFFERS # 1 and #2

ATTACHMENT CC: CONTRACTOR'S ORIGINAL RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment BB and CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. BID SAMPLES. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of as listed in the pricing and freight matrixes supplied in Attachment BB. Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit

prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING STATES. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. REPORTS. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

17. DELIVERY. The prices bid shall be the delivered price to any WSCA state agency or political subdivision inclusive of all freight costs. All deliveries shall be F.O.B. destination with all transportation and handling charges paid as negotiated in Attachment BB. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. CONTRACT TERMINATION. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

Winding Up Affairs Upon Termination. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

- i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;
- iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;
- iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. REMEDIES. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. FORCE MAJEURE. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
\$2,000,000.00 General Aggregate

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\$1,000,000.00 Products & Completed Operations Aggregate

\$ Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$1,000,000.00** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: \$ **Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$ 25,000.00** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.
- e. **Policy Cancellation:** Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially

altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.

f. Approved Insurer: Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
- 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State identified on page one of the contract.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the

performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and

regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

- a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
- c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. NON-COLLUSION. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

- a. Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.
- b. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The

terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

X *Kurt J. H. H. H.*
Independent Contractor's Signature

6/11/08 VP Operations
Date Independent's Contractor's Title

Signature

Date Title

Greg Smith
Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA BOARD OF DIRECTORS

On 6-23-08
(Date)

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On 3 July 08
(Date)

COST PROPOSAL SECTION: RFP PRICING REPLY SHEET / Revised 4/22/08

For Best and Final Offers

Manufacturer Name: **The Mohawk Group (Bigelow/Lees/Karastan)** **Date:** **April 29, 2008**

Contact: **Bill McCready**

Carpet – Broadloom / Level: “Good”

Provide options in this Section that do not exceed \$10.00/sy F.O.B. Mill for the 101-500 yard level of quantity needed. Select a full spectrum of items for program use up to that price point. Include a variety of constructions, backings, styles, etc. to deliver a well rounded package. This section is the commodity portion of the broadloom carpet program. **Products that meet the “California Gold Standards” (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy 1-100 sy	Price/sy 101-500 sy	Price/sy 501-1500 sy	Price/sy 1,501-3,000 sy
Bigelow Oh Yeah 26 Action Back	No	6.79	4.79	4.39	4.39
Bigelow Camden Action Back	No	10.79	8.19	7.19	7.19
Bigelow Grant Park 24 Action Back	No	11.19	8.29	7.29	7.29
Bigelow College Park 26 Action Back	No	11.69	8.59	7.69	7.69
Bigelow Basics Gold UPSre	Yes	11.89	9.19	8.19	8.19
Bigelow Destination Collection Action Back (Cross Country/Take Flight)	No	12.19	9.19	8.19	8.19
Bigelow Pure Genius Collection Action Back	No	11.19	9.19	8.09	8.09
Bigelow Cyberweave Action Back	No	12.59	9.29	8.29	8.29
Bigelow Camden UPS RE 1500 SY Min	No	N/A	N/A	N/A	7.19
Bigelow College Park 26 UPS RE 1500 SY Min	No	N/A	N/A	N/A	7.69
Bigelow Cyberweave UPS RE 1500 SY Min	No	N/A	N/A	N/A	8.29
Bigelow Destination Collection UPS RE (Cross Country/Take Flight) 1500 SY Min	No	N/A	N/A	N/A	8.19
Bigelow Grant Park 24 UPS RE 1500 SY Min	No	N/A	N/A	N/A	7.29
Bigelow Pure Genius Collection UPS RE 1500 SY Min	No	N/A	N/A	N/A	8.09
Freight rate per yard delivered to any location within the states noted below.		Freight/sy 1-100 sy	Freight/sy 101-500 sy	Freight/sy 501-1500 sy	Freight/sy 1,501-3,000 sy
<i>Note: Quoted freight rates are on a “not to exceed” basis for years 1 and 2. We will work with each state to secure the best rates at the time of order.</i>					
Alaska		3.47	3.47	3.47	3.47
Arizona		1.43	1.43	1.43	1.43
California		1.69	1.69	1.69	1.69
Colorado		2.63	2.63	2.63	2.63
Hawaii		3.32	3.32	3.32	3.32
Idaho		1.51	1.51	1.51	1.51

Minnesota		1.39	1.39	1.39	1.39
Montana		1.66	1.66	1.66	1.66
Nevada		1.81	1.81	1.81	1.81
New Mexico		1.61	1.61	1.61	1.61
Oregon		1.58	1.58	1.58	1.58
South Dakota		1.25	1.25	1.25	1.25
Utah		1.43	1.43	1.43	1.43
Washington		1.55	1.55	1.55	1.55
Wyoming		1.44	1.44	1.44	1.44

Carpet Broadloom - Level: “Better”

Provide options in this Section that do not exceed \$17.00/sy F.O.B. Mill for the 101-500 yard level of quantity needed. Select a full spectrum of items for program use up to the \$17.00/sy price point. Include a variety of constructions, backings, styles, etc. to delivery a well rounded package. This section should include upgraded styles, some backing constructions to warrantee against edge ravel, delamination, and moisture barrier options on some selections etc. These broadlooms should be considered as “affordable quality” for use in visible public space with upgraded capability, design, etc. **Products that meet the “California Gold Standards” (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy 1-100 sy	Price/sy 101-500 sy	Price/sy 501-1500 sy	Price/sy 1,501-3,000 sy
Bigelow Spring Break UPSre	Yes	19.19	14.79	13.29	13.29
Bigelow Art Room UPSre	Yes	18.09	15.19	12.79	12.79
Bigelow Camden Lifeloc Laminate 133 SY Min	No	N/A	15.89	14.89	14.89
Bigelow Grant Park 24 Lifeloc Laminate 133 SY Min	No	N/A	15.99	14.99	14.99
Bigelow Emotions Collection UPSre (Smiles/Heat/Laughter/Charm)	Yes	19.19	16.19	15.59	15.59
Bigelow Everset UPSre QuickShip Collection (Surreal/Statituft III/Municipality) select QS colors only	Yes	18.29	16.19	15.29	15.29
Bigelow Feathergrid UPSre	Yes	22.19	16.19	14.59	14.59
Bigelow Graphic Edge UPSre	Yes	22.19	16.19	14.59	14.59
Bigelow Architectural Elements Collection UPSre (Preserve/Evolve/Revive)	Yes	20.59	16.29	14.79	14.79
Bigelow College Park 26 Lifeloc Laminate 133 SY Min	No	N/A	16.29	15.39	15.39
Bigelow Trax UPSre	Yes	22.19	16.29	14.59	14.59
Bigelow Destination Collection Lifeloc Laminate (Cross Country/Take Flight) 133 SY Min	No	N/A	16.89	15.89	15.89
Bigelow Pure Genius Collection Lifeloc Laminate 133 SY Min	No	N/A	16.89	15.79	15.79
Bigelow Cyberweave Lifeloc Laminate 133 SY Min	No	N/A	16.99	15.99	15.99
Freight rate per yard delivered to any location within the states noted below.		Freight/sy 1-100 sy	Freight/sy 101-500 sy	Freight/sy 501-1500 sy	Freight/sy 1,501-3,000 sy

Note: Quoted freight rates are on a “not to exceed” basis for years 1 and 2. We will work with each state to secure the best rates at the time of order.					
Alaska		3.47	3.47	3.47	3.47
Arizona		1.43	1.43	1.43	1.43
California		1.69	1.69	1.69	1.69
Colorado		2.63	2.63	2.63	2.63
Hawaii		3.32	3.32	3.32	3.32
Idaho		1.51	1.51	1.51	1.51
Minnesota		1.39	1.39	1.39	1.39
Montana		1.66	1.66	1.66	1.66
Nevada		1.81	1.81	1.81	1.81
New Mexico		1.61	1.61	1.61	1.61
Oregon		1.58	1.58	1.58	1.58
South Dakota		1.25	1.25	1.25	1.25
Utah		1.43	1.43	1.43	1.43
Washington		1.55	1.55	1.55	1.55
Wyoming		1.44	1.44	1.44	1.44

Carpet Broadloom - Level: “Best”

This section for broadloom is defined as “high end” to be used in the executive and/or conference type space or areas that require distinct or specific appearance, style, construction or capability. Pricing has no ceiling; we will look at construction, style and best cost to select our short list. **Products that meet the “California Gold Standards” (CGS) must be noted in the appropriate column below. Price is F.O.B. Mill.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy 1-100 sy	Price/sy 101-500 sy	Price/sy 501-1500 sy	Price/sy 1,501-3,000 sy
Bigelow Instincts UPSre	Yes	25.19	17.79	15.29	15.29
Bigelow Camden Lifeloc Cushion 133 SY Min	No	N/A	18.14	17.14	17.14
Bigelow Civic Center UPSre	Yes	25.09	18.19	16.09	16.09
Bigelow Grant Park 24 Lifeloc Cushion 133 SY Min	No	N/A	18.24	17.24	17.24
Bigelow Meritage Watercolors Collection UPSre (Estancia/Monteca/Pavia)	Yes	21.29	18.29	17.09	17.09
Bigelow Statituft III Everset UPSre	Yes	24.19	18.29	17.19	17.19
Bigelow College Park 26 Lifeloc Cushion 133 SY Min	No	N/A	18.54	17.64	17.64
Bigelow Destination Collection Lifeloc Cushion (Cross Country/Take Flight) 133 SY Min	No	N/A	19.14	18.14	18.14
Bigelow Pure Genius Collection Lifeloc Cushion 133 SY Min	No	N/A	19.14	18.04	18.04

Bigelow Cyberweave Lifeloc Cushion 133 SY Min	No	N/A	19.24	18.24	18.24
Bigelow Municipality Everset UPSre	Yes	22.69	19.29	18.29	18.29
Bigelow Advanced Geometry Collection UPSre	Yes	24.79	19.79	17.19	17.19
Bigelow Lago Collection UPSre (Lugano/Maggiore/Merletto)	Yes	27.19	20.79	18.19	18.19
Bigelow Supertron SD woven	No	28.19	23.19	20.19	20.19
Bigelow Supertron SD woven Lifeloc Laminate 133 SY Min	No	N/A	30.89	27.89	27.89
Bigelow Supertron SD woven Lifeloc Cushion 133 SY Min	No	N/A	33.14	30.14	30.14
Lees InTown Unibond	No	19.62	19.62	18.60	18.60
Lees Compositions Collection Unibond (Copeland/Ellington/Ives/Gershwin)	No	21.09	21.09	20.00	20.00
Lees Endeavor Collection Unibond (Westlake/Hancock/Addison)	Yes	22.20	22.20	21.05	21.05
Lees Faculty Collection Unibond (Faculty IV/Faculty Classics/Five)	No	23.57	23.57	22.36	22.36
Lees Inspiration Collection Unibond (Aspire III/Notion III/Paradigm III)	No	26.38	26.38	25.03	25.03
Lees Sojourn Collection Unibond (Destination)	No	27.32	27.32	25.92	25.92
Lees Workplace Collection Unibond RE (Flamestitch II/Groundwork/Heartland)	Yes	27.03	27.03	25.62	25.62
Lees Graphics Collection Unibond (Attribute/Buildingworks/Workforce)	No	28.45	28.45	26.99	26.99
Lees Life Elements Collection Unibond RE (Cycles/Haven/Place/Seasons/Time)	Yes	28.79	28.79	27.31	27.31
Lees Modello/Motivo Collection Unibond RE (Bello III/Basare III/Bottega III/Breve/Mezzo/Venti)	Yes	28.89	28.89	27.41	27.41
Lees Sequences Collection Unibond (Ground Strata/Emerging Lights)	No	29.72	29.72	28.20	28.20
Lees Motorsport Collection Unibond RE (Horsepower/Photofinish)	Yes	30.19	30.19	28.65	28.65
Karastan Mind, Body, Soul Collection UPS (Studded/Tattooed/Enlightened)	Yes	21.25	21.25	20.15	20.15
Karastan Infatuations Collection UPS (Stop Staring/Hypnotizing/Look at Me)	Yes	22.72	22.72	21.55	21.55
Karastan Isla Collection UPS (Palancar Reef/San Gervasio)	Yes	27.49	27.49	26.08	26.08
Karastan Mind, Body, Soul Collection Lifeloc Laminate (Studded/Tattooed/Enlightened) 133 SY Min	Yes	N/A	28.95	27.85	27.85
Karastan Sisal Tec II Woven	No	30.13	30.13	28.59	28.59
Karastan Infatuations Collection Lifeloc Laminate (Stop Staring/Hypnotizing/Look at Me) 133 SY Min	Yes	N/A	30.42	29.25	29.25
Karastan Morocco Collection UPS (Agadir/Morocco II/Marrakesh/Kenitra)	Yes	31.02	31.02	29.43	29.43

Karastan Mind, Body, Soul Collection Lifeloc Cushion (Studded/Tattooed/Enlightened) 133 SY Min	Yes	N/A	31.20	30.10	30.10
Karastan Infatuations Collection Lifeloc Cushion (Stop Staring/Hypnotizing/Look at Me) 133 SY Min	Yes	N/A	32.67	31.50	31.50
Karastan Isla Collection Lifeloc Laminate (Palancar Reef/San Gervasio) 133 SY Min	Yes	N/A	35.19	33.78	33.78
Karastan Isla Collection Lifeloc Cushion (Palancar Reef/San Gervasio) 133 SY Min	Yes	N/A	37.44	36.03	36.03
Karastan Poetry in Motion Collection Woven (Fluidity/Meditations)	No	37.64	37.64	35.72	35.72
Karastan Sisal Tec II Woven Lifeloc Laminate 133 SY Min	No	N/A	37.83	36.29	36.29
Karastan Architectural Grid Collection Woven (High Panel/Lake Point/Lever House)	No	37.87	37.87	35.94	35.94
Karastan Morocco Collection Lifeloc Laminate (Agadir/Morocco II/Marrakesh/Kenitra) 133 SY Min	Yes	N/A	38.72	37.13	37.13
Karastan Sisal Tec II Woven Lifeloc Cushion 133 SY Min	No	N/A	40.08	38.54	38.54
Karastan Morocco Collection Lifeloc Cushion (Agadir/Morocco II/Marrakesh/Kenitra) 133 SY Min	Yes	N/A	40.97	39.38	39.38
Karastan Poetry in Motion Collection Woven Lifeloc Laminate (Fluidity/Meditations) 133 SY Min	No	N/A	45.34	43.42	43.42
Karastan Architectural Grid Collection Woven Lifeloc Laminate (High Panel/Lake Point/Lever House) 133 SY Min	No	N/A	45.57	43.64	43.64
Karastan Poetry in Motion Collection Woven Lifeloc Cushion (Fluidity/Meditations) 133 SY Min	No	N/A	47.59	45.67	45.67
Karastan Architectural Grid Collection Woven Lifeloc Cushion (High Panel/Lake Point/Lever House) 133 SY Min	No	N/A	47.82	45.89	45.89
Freight rate per yard delivered to any location within the states noted below.		Freight/sy 1-100 sy	Freight/sy 101-500 sy	Freight/sy 501-1500 sy	Freight/sy 1,501-3,000 sy
Note: Quoted freight rates are on a “not to exceed” basis for years 1 and 2. We will work with each state to secure the best rates at the time of order.					
Alaska		3.47	3.47	3.47	3.47
Arizona		1.43	1.43	1.43	1.43
California		1.69	1.69	1.69	1.69
Colorado		2.63	2.63	2.63	2.63
Hawaii		3.32	3.32	3.32	3.32
Idaho		1.51	1.51	1.51	1.51
Minnesota		1.39	1.39	1.39	1.39

Montana		1.66	1.66	1.66	1.66
Nevada		1.81	1.81	1.81	1.81
New Mexico		1.61	1.61	1.61	1.61
Oregon		1.58	1.58	1.58	1.58
South Dakota		1.25	1.25	1.25	1.25
Utah		1.43	1.43	1.43	1.43
Washington		1.55	1.55	1.55	1.55
Wyoming		1.44	1.44	1.44	1.44

Carpet Tile

Level: “Good”

Provide options in this Section that do not exceed \$17.00/sy F.O.B. Mill for the 101-500 yard level of quantity needed. Select a full spectrum of items for program use up to that price point. Include a variety of constructions, backings, styles, etc. to deliver a well rounded package. This section is the commodity portion of the broadloom carpet program. **Products that meet the “California Gold Standards” (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy 1-100 sy	Price/sy 101-500 sy	Price/sy 501-1500 sy	Price/sy 1,501-3,000 sy
Note: Encycle RE will become standardized by late 2008. Currently there is a 250 yard minimum and \$1.00 SY upcharge.					
Bigelow Mosaics	Yes	13.49	11.49	10.49	10.49
Bigelow Pure Genius Collection Encycle RE (Artist/Doctor/CEO)	Yes	18.39	14.39	13.39	13.39
Bigelow Basic Gold Tile Encycle RE	Yes	19.49	15.39	14.39	14.39
Bigelow Accountable Encycle RE	Yes	21.49	15.39	14.39	14.39
Lees GrabBag	No	13.49	13.49	10.49	10.49
Freight rate per yard delivered to any location within the states noted below.		Freight/sy 1-100 sy	Freight/sy 101-500 sy	Freight/sy 501-1500 sy	Freight/sy 1,501-3,000 sy
Note: Quoted freight rates are on a “not to exceed” basis for years 1 and 2. We will work with each state to secure the best rates at the time of order.					
Alaska		5.91	5.91	5.91	5.91
Arizona		2.42	2.42	2.42	2.42
California		2.86	2.86	2.86	2.86
Colorado		4.47	4.47	4.47	4.47
Hawaii		5.66	5.66	5.66	5.66
Idaho		2.55	2.55	2.55	2.55

Minnesota		2.37	2.37	2.37	2.37
Montana		2.82	2.82	2.82	2.82
Nevada		3.06	3.06	3.06	3.06
New Mexico		2.73	2.73	2.73	2.73
Oregon		2.67	2.67	2.67	2.67
South Dakota		2.14	2.14	2.14	2.14
Utah		2.42	2.42	2.42	2.42
Washington		2.65	2.65	2.65	2.65
Wyoming		2.45	2.45	2.45	2.45

Carpet Tile - Level: “Better”

Provide options not to exceed \$28.00/sy F.O.B. Mill for the 101-500 yard level of quantity needed with similar backing construction at any price point, the desire in this section is more design, better yarn systems, more capable specifications, etc. Provide an array of styles from \$17-28.00/sy to offer the most complete package in this section. **Products that meet the “California Gold Standards” (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy 1-100 sy	Price/sy 101-500 sy	Price/sy 501-1500 sy	Price/sy 1,501-3,000 sy
Note: Encycle RE will become standardized by late 2008. Currently there is a 250 yard minimum and \$1.00 SY upcharge.					
Bigelow Destination Collection Encycle RE (Rapid Transit/Take Flight/Cross Country)	Yes	22.39	19.29	17.39	17.39
Bigelow 24/7 Collection Encycle RE (Connect/Buzz/Adapt)	Yes	23.39	19.39	17.49	17.49
Bigelow The Initiative Collection Encycle RE (A2Z/Brain Box/Instincts/One First/The Original/Too Fresh)	Yes	23.99	20.29	17.79	17.79
Bigelow Renaissance Collection Encycle RE (Palladian Piazza/San Marco Square/Florentine Curve)	Yes	24.39	20.39	18.39	18.39
Bigelow My Earth Collection Encycle RE (Birds Eye View/Off the Beaten Path/Travelers Trails/Out on a Limb)	Yes	24.39	21.39	19.39	19.39
Bigelow Emotions Collection Encycle RE (Heat/Laughter/Smiles/Charm)	Yes	25.39	22.39	20.29	20.29
Bigelow Architectural Elements / Advanced Geometry Encycle RE (Curves/Parallelogram/Lines/Evolve/Revive/Preserve)	Yes	25.99	22.39	19.39	19.39
Bigelow Synergy Collection Encycle RE (Suspension/Convergence/Fusion)	Yes	25.39	23.39	21.39	21.39
Bigelow Breaking News Collection EcoFlex RE (Newsworthy/Top Story/Headlines)	Yes	27.29	24.09	22.39	22.39
Bigelow Post Modern Collection Ecoflex RE	Yes	28.47	24.99	23.48	23.48

(Abstraction/Complexity/Hyper Reality)					
Bigelow Meritage Watercolors Collection Ecoflex RE (Carmenere/Semillon)	Yes	27.39	25.39	23.49	23.49
Bigelow Initiative Collection Ecoflex RE (A2Z/Brain Box/Instinct/One First/The Original/Too Fresh)	Yes	27.49	25.39	22.39	22.39
Bigelow Coincidence Ecoflex RE	Yes	27.49	25.39	22.39	22.39
Bigelow Statuette III Ecoflex RE	Yes	26.49	25.39	22.39	22.39
Bigelow Surreal Ecoflex RE	Yes	27.39	25.39	23.49	23.49
Bigelow Lago Collection Ecoflex RE (Merletto)	Yes	27.99	27.49	25.79	25.79
Lees Flash/Broadband Collection Encycle RE (Free to Roam/WalkWave/Fade/Linked/Datastream)	Yes	23.99	23.99	22.72	22.72
Lees InTown Encycle RE	Yes	25.07	25.07	23.74	23.74
Compositions Collection Encycle RE (Copeland/Ellington/Ives/Gershwin)	Yes	26.22	26.22	24.84	24.84
Lees Endeavor Collection Encycle RE (Westlake/Hancock/Addison)	Yes	27.17	27.17	25.74	25.74
Lees Random Path Encycle RE	Yes	27.55	27.55	26.09	26.09
Freight rate per yard delivered to any location within the states noted below.		Freight/sy 1-100 sy	Freight/sy 101-500 sy	Freight/sy 501-1500 sy	Freight/sy 1,501-3,000 sy
Note: Quoted freight rates are on a “not to exceed” basis for years 1 and 2. We will work with each state to secure the best rates at the time of order.					
Alaska		5.91	5.91	5.91	5.91
Arizona		2.42	2.42	2.42	2.42
California		2.86	2.86	2.86	2.86
Colorado		4.47	4.47	4.47	4.47
Hawaii		5.66	5.66	5.66	5.66
Idaho		2.55	2.55	2.55	2.55
Minnesota		2.37	2.37	2.37	2.37
Montana		2.82	2.82	2.82	2.82
Nevada		3.06	3.06	3.06	3.06
New Mexico		2.73	2.73	2.73	2.73
Oregon		2.67	2.67	2.67	2.67
South Dakota		2.14	2.14	2.14	2.14
Utah		2.42	2.42	2.42	2.42
Washington		2.65	2.65	2.65	2.65
Wyoming		2.45	2.45	2.45	2.45

Carpet Tile - Level: "Best"

Best options that cost over \$28.00/sy F.O.B. Mill for the 101-500 yard level of quantity needed. High-end design, construction expected. **Products that meet the "California Gold Standards" (CGS) must be noted in the appropriate column below.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy 1-100 sy	Price/sy 101-500 sy	Price/sy 501-1500 sy	Price/sy 1,501- 3,000 sy
Note: Encycle RE will become standardized by late 2008. Currently there is a 250 yard minimum and \$1.00 SY upcharge.					
Lees Faculty Collection Encycle RE (Faculty IV/Faculty Classics/Five)	Yes	30.96	30.96	29.34	29.34
Lees SisalTile II Encycle RE	Yes	31.95	31.95	30.27	30.27
Lees Workplace Collection Encycle RE (Flamestitch II/Groundwork/Heartland)	Yes	33.55	33.55	31.77	31.77
Lees Sojourn Collection Encycle RE (Arrival/Destination/Departure)	Yes	34.39	34.39	32.59	32.59
Lees BMW Collection Encycle RE (Horsepower/Photofinish/Pix/Connexion/Channels/Passage/Kyoto/Tokyo/Istanbul/Shanghai)	Yes	35.09	35.09	33.26	33.26
Lees Motivo Squared Collection Encycle RE (Square Montage/Texture Blocks)	Yes	35.45	35.45	33.60	33.60
Lees Inspiration Collection Encycle RE (Aspire III/Notion III/Paradox)	Yes	35.60	35.60	33.75	33.75
Lees Abaca Collection Encycle RE (The Field/The Groove/DesignConnect/DesignScene)	Yes	35.69	35.69	33.83	33.83
Sequences Collection Encycle RE (Ground Strata/Emerging Lights)	Yes	37.71	37.71	35.75	35.75
Lees Graphics Collection Encycle RE (Attribute/Buildingworks/Workforce)	Yes	37.79	37.79	35.83	35.83
Lees Menswear Collection Encycle RE (Shirt/Jacket/Tie/Sweater)	Yes	38.45	38.45	36.46	36.46
Karastan First Meeting Encycle RE - borders/insets only	Yes	29.16	29.16	27.64	27.64
Karastan Casual Conversations Collection Encycle RE (Say Again/Idle Chatter/Monologue)	Yes	29.51	29.51	27.96	27.96
Karastan Discussion Encycle RE	Yes	29.75	29.75	28.19	28.19
Karastan Glam Rock Collection Encycle RE (Bassline Riff/Atmospheric Loop/Electric Strings)	Yes	30.96	30.96	29.34	29.34
Karastan Infatuations Collection Encycle RE (Stop Staring/Hypnotizing/Look at Me)	Yes	31.51	31.51	29.86	29.86
Karastan Mind, Body, Soul Collection Encycle RE (Studded/Tattooed/Enlightened/Warped/Complex/Logical)	Yes	31.69	31.69	30.03	30.03
Karastan Palladium Encycle RE	Yes	40.47	40.47	38.38	38.38
Karastan Sunset Strip Encycle RE	Yes	40.64	40.64	38.54	38.54
Freight rate per yard delivered to any location within the states noted below.		Freight/sy 1-100 sy	Freight/sy 101-500 sy	Freight/sy 501-1500 sy	Freight/sy 1,501- 3,000 sy
Note: Quoted freight rates are on a "not to exceed" basis for years 1 and 2. We will work with each state to secure the best rates at the time of order.					
Alaska		5.91	5.91	5.91	5.91
Arizona		2.42	2.42	2.42	2.42
California		2.86	2.86	2.86	2.86
Colorado		4.47	4.47	4.47	4.47

Hawaii		5.66	5.66	5.66	5.66
Idaho		2.55	2.55	2.55	2.55
Minnesota		2.37	2.37	2.37	2.37
Montana		2.82	2.82	2.82	2.82
Nevada		3.06	3.06	3.06	3.06
New Mexico		2.73	2.73	2.73	2.73
Oregon		2.67	2.67	2.67	2.67
South Dakota		2.14	2.14	2.14	2.14
Utah		2.42	2.42	2.42	2.42
Washington		2.65	2.65	2.65	2.65
Wyoming		2.45	2.45	2.45	2.45

Carpet – 6’ Hard-backed

7 – 8 options of 6’ product that covers the spectrum of typical needs for this construction (with the variety of performance backed broadlooms coupled with the numerous carpet tile options); this section is requested as a single group that fills the application specific niche for this construction type. Provide the best 8 options to span from low cost/utilitarian, to high end, high design. **Products that meet the “California Gold Standards” (CGS) must be noted in the appropriate column below. Price is F.O.B. Mill.**

Product Style / Backing	Complies w/ CGS (yes/no)	Price/sy 1-100 sy	Price/sy 101-500 sy	Price/sy 501-1500 sy	Price/sy 1,501-3,000 sy
N/A					
Freight rate per yard delivered to any location within the states noted below.		Freight/sy 1-100 sy	Freight/sy 101-500 sy	Freight/sy 501-1500 sy	Freight/sy 1,501-3,000 sy
Alaska					
Arizona					
California					
Colorado					
Hawaii					
Idaho					
Minnesota					

Montana					
Nevada					
New Mexico					
Oregon					
South Dakota					
Utah					
Washington					
Wyoming					

Sheet Vinyl

Best package of options to manage the scope of commercial applications for institutional, educational and general office type requirements.

Product Style / Backing	Price/sy F.O.B. Distributor 1 – 100 sy	Price/sy F.O.B. Distributor 101-500 sy	Price/sy F.O.B. Distributor 501-1500 sy	Price/sy F.O.B. Distributor 1,501-3,000 sy
Flor-Ever Plus	\$20.58	\$19.95	\$19.44	\$19.11
Foundations	\$24.58	\$21.49	\$18.99	\$18.75
Specifications	\$23.60	\$21.87	\$20.29	\$19.79
NeoFloor – Roll	29.88	29.88	28.68	28.68/negotiated
NeoFloor HD – Roll	34.69	34.69	33.30	33.30/negotiated
NeoFloor - Tile	35.63	35.63	34.20	34.20/negotiated

NOTE: All WSCA States will have the same price F.O.B. Distributor (a box of VCT or a yard of sheet vinyl will be the same in Alaska as in Nevada).

Drop Charge Per Delivery (regardless of quantity): \$50.00 (average)

Vinyl Composition Tile

Best package of options to manage the scope of commercial applications for institutional, educational and general office type requirements.

Product Style	Price/Carton F.O.B. Distributor 1 – 100 Cartons	Price/Carton F.O.B. Distributor 101-250 Cartons	Price/Carton F.O.B. Distributor Over 251 Cartons
Alternatives	\$33.54ctn	\$30.29ctn	\$23.64ctn
Choices	\$33.54ctn	\$30.29ctn	\$23.64ctn
Selections	\$78.65ctn	\$75.35ctn	\$54.49ctn
Special Effects (black / white)	\$91.25ctn	\$87.95ctn	\$54.49ctn
Special Effects (colors)	\$105.99ctn	\$103.99ctn	\$65.49ctn

StoneWalk Non PVC Composition Tile	\$1.41sf	\$1.41sf	\$1.41sf

NOTE: All WSCA States will have the same price F.O.B. Distributor (a box of VCT or a yard of sheet vinyl will be the same in Alaska as in Nevada).

Drop Charge Per Delivery (regardless of quantity): \$\$50.00 (average) for out of Mohawk warehouse orders / Freight based on ship-to zip code for truckload orders out of New Jersey

“Cost Proposal” Section / Revised for BAFO II (4/22/08)

Miscellaneous reply information requested, please fill in the response are as needed, the box will expand to accept your replies.

1. With RFP Response pricing F.O.B. mill and the State by State freight costs good for two full years, provide your “not to exceed” % over cost for years three and four of this program should the members elect to extend this contract.

a. % over cost of product for years 3, 4 and 5: Not to exceed 5% per year

b. Detail your freight cost changes concept for years 3, 4 and 5:

Not to exceed 5% per year for years 3, 4 and 5.

2. Detail how your firm will create and manage an ordering system. Recognize there will be multiple “members” with the potential of a variety of authorized users from each State. In step by step fashion identify the process recommended.

Recognize that the selected products / vendors will be posted in some fashion on the WSCA website for member access. The selected vendors / suppliers will ultimately need to “fit” into a web-based order and order management system that works for all. This area is for your generic recommendations for that process. The selected vendors will be obligated to work with the WSCA management group on finalizing a usable and acceptable process for this item.

It is imperative that authorized WSCA “buyers” are never put in a position to pay the wrong price and that access to order tracking, buying history, etc. is available in an organized fashion as needed.

Detail your process below:

We have extensive experience providing websites to other large strategic account customers. Our recommendation would be to have the navigation flow as follows:

- | |
|---|
| <ul style="list-style-type: none">• Home – will include our logo as well as state identification• Introduction – brief synopsis of program• Product Standards – to include good/better/best product listing as well as freight tables. Under this section we will also be able to provide links to our website offering the full breadth of our product line, as well as a complete List Price with a minimum 15% off List (carpet only).• Sustainability• Technical Services• Request Samples• Order Carpet Online• Contact Us – Mohawk Group contacts for each state• Installation Services – list of approved installation contractors for |
|---|

each state

- Premier Administration – each state will need to have someone with administrative rights who can add/delete users

3. Provide references (three – four) for similar “national account” type programs. Provide all contact data.

State of Florida

Project description:

Project dates:

Technical environment:

Common staff that will be designated for work for State of NV: not applicable

Project manager contact information:

Brenda Wells, CPPB, FCPM, FCPA, FCCM
Purchasing Analyst, Team Lead, State Purchasing
Department of Management Services
4050 Esplanade Way, Rm. 370.2Y
Tallahassee, FL 32399-0950
Phone: 850.488.6904
Fax: 850.414.6122
Email: brenda.wells@dms.myflorida.com

Texas Multiple Award Schedule (TXMAS)

Project description:

Project dates:

Technical environment:

Common staff that will be designated for work for State of NV: not applicable

Project manager contact information:

Richard K. San Jose
TXMAS Program Coordinator
Central Services Building
1711 San Jacinto Boulevard
Austin, TX 78701
Office: 512-463-3421
Fax: 512-475-0708
richard.sanjose@cpa.state.tx.us

Federal Reserve Board

Project description: Design services and material for renovations, replacements and upgrades to facilities

Project dates: 10+ years

Technical environment:

Common staff that will be designated for work for State of NV: not applicable

Project manager contact information:

Charlie House
Project Manager
202.452.2061
Charlie.House@frb.gov

Lockheed Martin

Project description: multiple on-going projects including HQ

Project dates: 5+ years

Technical environment:

Common staff that will be designated for work for State of NV: not applicable

Project manager contact information:

Nicki Tran

Nicki.Tran@lmco.com

NASA

Project description: HQ

Project dates: 6+ years

Technical environment:

Common staff that will be designated for work for State of NV: not applicable

Project manager contact information:

Judith Jackson

300 E St SW

Washington, DC 20024

Judith.a.Jackson@nasa.gov

202-358-0212

4. Detail the rebate percent (%) for volume purchase in some pre-structured timeframe and the discount percent (%) for timely payment of any invoice your firm will offer if selected.

There is no discount for timely payment of invoice.

5. Describe, product by product the “environmental or green” positives for each of your offerings. Be prepared at any short list interview to explain in detail the green attributes.

- **EverSet & DuraColor**– These patented, permanent stain resistance systems are guaranteed for life. Engineered to clean with water, no harsh chemicals are emitted in the downstream waste water treatment facilities.
- **UPS RE & UPS RE Bloc** – Unique combination of construction and chemistry gives this backing unique strength, flexibility and stability. SCS certified for high recycled content. UPS RE contains 15% post-consumer recycled content by total product weight, while UPS RE Bloc contains 12%.
- **Encycle RE** will be standard running line by late 2008. Recycled Content: 10% Post-Consumer (recycled automotive glass), 25% Pre-Consumer, 2% Bio-Based
- **EcoFlex RE** - Recycled Content: 10% Post-Consumer (recycled automotive glass)
- **Unibond U2 (Lees)** – Lifetime non-prorated warranty delivers a lifetime of superior performance, permanent moisture barrier, superior tuft bind and will not delaminate. Every square yard contains 18% pre-consumer recycled content and 15% bio-based renewable content based on total product weight. Approximate 50% reduction in petro chemical usage.
- **Unibond RE (Lees)** – Unique broadloom backing system is EPP certified and contains bio-based renewable resources. Certified by SCS to contain 20% post consumer recycled content based on total product weight.

6. Describe your corporate environmental stewardship efforts, programs and future direction.

Mohawk believes that corporate citizenship is exemplified by environmental stewardship that translates into sound business strategies. Mohawk's sustainability goals are simple - engineer quality carpets that last longer, dramatically reduce energy use, evaluate preferable procurement, increase the use of recycled materials, and continue to improve our percentage of end-of-useful-life reclamation.

At The Mohawk Group, we make a bigger impact on the world around us by making far less impact on our environment. Our commitment to sustainability touches everything we do. From the initial design and manufacturing to the marketing, installation, and recycling of our carpets. We're going beyond carpet to develop sustainability programs that work.

Our parent company, Mohawk Industries, Inc. remains steadfast in our belief that sustainability is an essential business practice in today's global economy.

- Significant investment in state-of-the-art technologies which make a bigger impact as a leading Fortune 500 corporation and the world's largest flooring manufacturer.
- In 2007 we opened our first Mohawk GreenWorks Center, our latest recycling endeavor, which is able to process all major types of synthetic carpet fiber with a 90% recovery rate – the highest in the industry!
- Every year we turn 3 billion plastic bottles into 170 million pounds of useful fiber as the world's largest recycler of PET bottles.
- Annually, we recycle 30 million pounds of crumb rubber into doormats – which equated to over 2 million automobile tires – reducing waste and eliminating hazards.
- We divert post consumer carpet from landfills and recycle the polymers into useful resins.
- Waste prevention teams find economical solutions to recycle our manufacturing by-products and eliminate them completely where possible.
- Awarded major accolades including the GSA Evergreen Award in 2003 for conservation across design, engineering, and operation.

Sustainable manufacturing – committed to reducing our environmental footprint from process to product.

- **Certifications** – Our four major manufacturing facilities are, or will be by 2008, certified ISO 14001 and ISO 9001, which ensures all plant activities are regulated for measurable improvements in sustainable environmental manufacturing and quality. Breakdown as follows:

<u>Location</u>	<u>ISO 9001</u>	<u>ISO 14001</u>
Dublin, GA	Since 2007	Will be in 2008
Glasgow, VA	Since 1998	Since 2004
Landrum, SC	Since 2000	Since 2004
Eden, NC	Will be in 2008	Pending

- **Investment** – State of the art technology has resulted in substantial improvements in environmental metrics, most notably an 84% decrease in water consumption, 48% reduction in energy usage, 53% reduction in solid waste, 39% reduction in emissions while increasing the usage of recycled materials by 128%.
- **Awards** – The Glasgow facility received distinction in the Virginia Manufacturers Association's 2003 Governors Environmental Excellence Awards and honorable mention in the Chesapeake Bay Excellence Awards.
- **Facility** – Being located 1 mile west of Jefferson National Forest, the Glasgow facility is a mandatory Clean Air Class 1 facility, the most stringent standards for

any carpet manufacturing facility in the industry.

- **Affiliations** – We are affiliated with the U.S. Green Building Council, the Carpet and Rug Institute, the Carpet America Recovery Effort (CARE), the National Recycling Coalition, IIDA, AIA, and IFMA.

Sustainable product technologies for a sustainable future.

- **EverSet (Mohawk) & DuraColor (Lees)** – These patented, permanent stain resistance systems are guaranteed for life. Engineered to clean with water, no harsh chemicals are emitted in the downstream waste water treatment facilities.
- **Encycle Modular Backing** – This non-PVC thermoplastic modular backing technology is an example of dematerialization and environmental responsibility. Contains 35% pre-consumer recycled content and 2% bio-based renewable resource. Uses 28% less virgin raw materials than traditional PVC tiles. Can be recycled back into itself. Reduces shipping costs. Improves ergonomic installation.
- **UPS RE & UPS RE Bloc (Mohawk/Bigelow/Karastan)** – Unique combination of construction and chemistry gives this backing unique strength, flexibility and stability. SCS certified for high recycled content. UPS RE contains 15% post-consumer recycled content by total product weight, while UPS RE Bloc contains 12%.
- **Unibond U2 (Lees)** – Lifetime non-prorated warranty delivers a lifetime of superior performance, permanent moisture barrier, superior tuft bind and will not delaminate. Every square yard contains 18% pre-consumer recycled content and 15% bio-based renewable content based on total product weight. Approximate 50% reduction in petro chemical usage.
- **Unibond RE (Lees)** – Unique broadloom backing system is EPP certified and contains bio-based renewable resources. Certified by SCS to contain 20% post consumer recycled content based on total product weight.
- **Dematerialization** – The Mohawk Group is leading a steady shift from resource depended practices to dematerialization design. We create products with fewer resources with no compromise in performance.
- **Micro Engineering** – Investing in fine gauge tufting machines, we reduce the amount of carpet face fiber while achieving the same aesthetic appeal and overall performance.
- **Environmentally Preferable Product (EPP)** – The Mohawk Group offers the most extensive product offering which are certified as EPP products under the NSF 140 Sustainable Carpet Assessment standard.
- **Invista Antron & Solutia Ultron** – These premium, branded 6,6 carpet fibers have been widely recognized as the performance leaders for over 30 years, demonstrating superior soil resistance, wear resistance, and pile height retention. Antron is the industry's only EPP face fiber. Ultron is involved in the Partners for Renewal initiative to reuse valuable natural resources.
- **Colorstrand SDN** – A premium 100% solution dyed nylon with 15% post industrial recycled content, exclusively used by The Mohawk Group.
- **EcoFlex (Mohawk) & AirTrek (Lees)** – Ergonomically effective and environmentally friendly, these cushioned carpet tiles are built to last.
- **CRI Green Label Plus** – All Mohawk Group products pass the CRI Green Label Plus certification for VOC emissions.

Sustainable installation and maintenance technologies.

- **Self Lock** – Easy to install, remove, and reuse, this patented, pre-applied releasable adhesive system is the most sustainable carpet installation system on the market. No off-gassing, no buckets or transfer papers to landfill. Reduces adhesive installation waste to zero.
- **PermaLink** – Replace old carpet without removing it. A unique system that allows new modular carpet to be installed over existing carpet while maintaining

a Class 1 fire rating.

- **NuSprayLok & SpraySet** – Simplifying and speeding carpet installation, these Green Label Plus products are ergonomic and effective.

Sustainable design and marketing initiatives.

- **SMART Book** – Sustainable Materials and Responsible Technologies – Using 63% less virgin raw materials than traditional carpet samples with fully accurate digital photography reproductions.
- **SIMS** – This unique technology allows designers to view simulated designs, colors, and even textures with remarkable accuracy, significantly aiding product development while reducing the need for tufted samples.
- **ADS** – Our Accelerated Design System allows customers to use carpet simulations in pre-designed room scenes instead of tufted carpet samples.
- **Online Custom Programs** – Unique online visualization tools (such as Thought Patterns and Design Studio) to aid custom design process. Customers design their own carpets online without needing actual samples. Drag & Fly takes the customization process one step further by allowing the designer to download files into their CAD 3D renderings.
- **Flash emails** – Instead of sending large quantities of printed marketing collateral and postcards, resources are minimized which reduces our environmental footprint.

End of life programs that make recycling easier.

- **Mohawk GreenWorks Center** – This unique recycling program is able to recycle *all* major types of synthetic carpet fiber, not just nylon type 6, into usable products. We are able to keep 90% of old carpets out of the waste stream and have developed products to use 90% of the material. This is the highest recovery rate in the industry – approximately three times that of the next-best carpet recycling program. The facility is also portable, so it can go to the carpet, which makes recycling more feasible and environmentally efficient.
- **ReCover** – We make recycling carpets easy for everyone. Regardless of what manufacturer, we recycle post consumer carpet (nylon type 6) through our North America ReCover program. It reduces the strain on local landfills and minimizes the total environmental impact of carpet. Call 877-3RE-CYCL.
- **Sample ReCover** – This extension of our ReCover program means that once designers are finished with their samples, they can easily recycle them just by giving us a call.
- **PermaLink** – This system for installing modular carpet over carpet completely eliminates the need for carpet removal. Diverts 100% of carpets from landfills. Recycles old carpet as carpet pad.

7. Provide color cut sheets on each carpet, VCT or sheet vinyl style you offer for a look at design, style and the full color bank, provide all specifications, warranties, maintenance instructions, etc. for each option offered in an organized binder by product section (i.e.: Carpet / Broadloom / “Good”). No hard samples prior to short list interviews required.

Note: We provided ten 3-ring binders of all color cut sheets with the original Cost Proposal in January. If additional copies are needed, please let us know. It would be our preference to provide these in PDF format on a flash drive to save resources. These sheets will also be available on the website.

Hard samples will only be required after initial RFP review for price, content, specifications, etc. for the short listed manufacturers.

PARTICIPATING ADDENDUM WESTERN STATES CONTRACTING ALLIANCE

Carpet, Carpet Tiles and Flooring RFP 1621

Lead State- Nevada

Contract # MSA 1621-C

The participating vendor for this MSA is

The Mohawk Group

Attn: Bill Mc Cready

500 Town Park Lane, Ste 400, Kennesaw, Georgia 30144

Telephone: 408.690.1127 Facsimile: 678.355.5845

1. Scope: The State of Iowa, along with all agencies throughout the State of Iowa (including governmental subdivisions, i.e. county, city, school district, or a combination thereof) may purchase Carpet, Carpet Tiles and Flooring available in the current WSCA product offering, which reflects a discount. This agreement is not a purchase order, nor does it guarantee any purchases to be made by the customers.

2. Changes:

A. The laws of the State of Iowa shall govern this agreement.

B. Without affecting the approved product prices or discounts specified in the Western States Contracting Alliance (WSCA) Master Price Agreement, the Contractor shall provide to the State of Iowa a 1.00% rebate of all sales made within the State of Iowa against this agreement. The rebate is to be paid quarterly to the Iowa Department of Administrative Services, General Services Enterprises – Procurement Services, Hoover State Office Building, Level A, Des Moines, IA 50319-0105.

C. The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact below. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, unit and extended invoice prices.

D. Contractor's stated prices shall be discounted using the discounts and price lists approved and agreed to with WSCA under the Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written questions a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

3. Primary Contact: The primary government contact individual for

this participating addendum is as follows:

Contact Name: Pamela Dickey
Entity Name: Department of Administrative Services
General Services Enterprise, Procurement Serv
Address: Hoover State Office Bldg, Level A
City, State, Zip: Des Moines IA 50319-0105
Telephone: 515-281-6355
Fax: 515-242-5974
E-mail: pam.dickey@iowa.gov

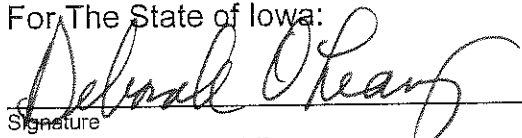
4. Subcontractors: This section is not applicable to this participating addendum.

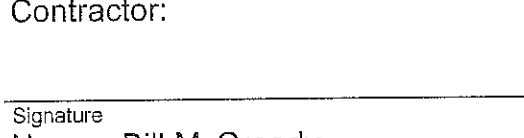
This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

For The State of Iowa:

Contractor:





Signature
Name: Debbie O'Leary
Procurement Services, Administrator
Dept of Administrative Services
General Services Enterprise

Signature
Name: Bill McCready
Title:

By: 

By: _____

Name: Deborah O'Leary

Name: _____

Title: Administrator

Title: _____

Date: 10/23/08

Date: _____